

within thirty (30) days, or if Grower elects, but fails to perform the requested modification within the time limit set for making modifications thereof, it shall be conclusively presumed that Grower has thereby ~~elects~~ to terminate the Agreement.

4. Grower shall be solely responsible for the construction, maintenance, and upkeep of both growing facilities and equipment, to insure that the same are maintained in accordance with the requirements and specifications of ConAgra. ConAgra shall not be liable or responsible for any claims arising out of the construction, maintenance, repair, replacement or abandonment of any such facility or equipment.

Grower shall select any builder, contractor, equipment supplier, or repairman and ConAgra shall not in any way be involved with such selection or the work or any person selected other than setting the standards and requirements for the growing facilities and equipment.

5. ConAgra will provide to the Grower broiler growing facility and equipment requirements, in writing, as a service, and not as a representation that the plans and specifications for the housing or equipment contained therein are free from any error, nor does ConAgra give ~~Grower~~ any warranty whatsoever with respect to such plans and specifications. ConAgra shall have no liability, direct or indirect, expressed or implied, to Grower for any error or omission appearing in such plans and specifications for the design, construction, materials, equipment, quality, installation or workmanship of all or of any part of the growing facilities or equipment.

## II. OBLIGATIONS OF CONAGRA:

~~ConAgra~~ ConAgra will deliver to Grower at Grower's facilities, on or about \_\_\_\_\_ and from time to time thereafter in